



**Salesforce's Processor Binding Corporate Rules  
for the  
Processing of Personal Data**

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## Salesforce Processor BCR

### 1. Introduction

Salesforce.com, inc. and its affiliates are committed to achieving and maintaining customer trust. Integral to this mission is providing a robust security and privacy program that carefully considers data protection matters.

In accordance with the EU Data Protection Directive and implementing national legislation, the Salesforce Processor BCR is intended to provide an adequate level of protection for Personal Data during international transfers within the Salesforce Group made on behalf of Customers and under their instructions.<sup>1</sup>

### 2. Definitions

- **Controller** means controller, as defined in the EU Data Protection Directive. The term “controller” is defined in the EU Data Protection Directive as “the natural or legal person, public authority, agency, or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by national or Community laws or regulations, the controller or the specific criteria for his nomination may be designated by national or Community law.”
- **Customer** means (i) a legal entity with whom a member of the Salesforce Group has executed a contract to provide the Services (or a legal entity placing an order under such contract) and such contract incorporates by reference the Salesforce Processor BCR or (ii) a legal entity with whom a member of the Salesforce Group has executed a contract under which the legal entity is entitled to resell the Services to its end customers and such contract incorporates by reference the Salesforce Processor BCR.
- **Data Subject** means an individual to whom Personal Data relates.
- **EU Data Protection Directive** means European Union Directive 95/46/EC dated 24 October 1995.
- **Personal Data** means personal data, as defined in the EU Data Protection Directive, when such data is submitted to the Services. The term “personal data” is defined in the EU Data Protection Directive as “any information relating to an identified or identifiable natural person (“data subject”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural, or social identity.”
- **Processor** means processor, as defined in the EU Data Protection Directive. The term “processor” is defined in the EU Data Protection Directive as “a natural or legal person, public authority, agency, or any other body which processes personal data on behalf of the controller.”

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<sup>1</sup> For clarity, a Customer (as defined in Section 2) may be a Controller or a Processor of Personal Data. Where a Customer is a Processor of Personal Data, the Salesforce Group shall process Personal Data as sub-processors on behalf of the Controller. Instructions from the Controller regarding the processing Personal Data shall be given through the Processor.

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- **Salesforce Group** means salesforce.com, inc. and its affiliate sub-processors of Personal Data, available [here](#).
- **Salesforce Processor BCR** means Salesforce's Processor Binding Corporate Rules for the Processing of Personal Data.
- **Services** means the online services provided to Customer by the Salesforce Group, as listed in **Appendix A**.

### 3. Scope and Application

The purpose of the Salesforce Processor BCR is to govern cross-border transfers of Personal Data to and between members of the Salesforce Group, and to third-party sub-processors (in accordance with written agreements with any such third-party sub-processors) when acting as Processors and/or sub-processors on behalf and under the instructions of Customers.

The Salesforce Processor BCR applies to Personal Data submitted to the Services by:

- (a) Customers established in EEA member states whose processing activities for the relevant data are governed by the EU Data Protection Directive and implementing national legislation; and
- (b) Customers established in non-EEA member states for which the customer has contractually specified that the EU Data Protection Directive and implementing national legislation shall apply.

The Salesforce Group may update the Salesforce Processor BCR with approval from the Salesforce Group's appointed privacy leader, general counsel and compliance officer. All changes to the Salesforce Processor BCR shall be communicated to members of the Salesforce Group.

The Salesforce Group's appointed privacy leader shall be responsible for keeping a fully updated list of the members of the Salesforce Group and third-party sub-processors and making appropriate notifications to Customers and the CNIL in its capacity as lead authority for the Salesforce Processor BCR. The Salesforce Group shall not transfer Personal Data to a new member of the Salesforce Group until such member is appropriately bound by and complies with the Salesforce Processor BCR.

The Salesforce Group shall make the most current version of the Salesforce Processor BCR, including the members of the Salesforce Group, available at <http://trust.salesforce.com>. Significant changes to the Salesforce Processor BCR and/or the list of members of the Salesforce Group will be reported (a) in a timely fashion to Customers and (b) once per year to the relevant data protection authorities accompanied by a brief explanation of the changes.

### 4. Responsibilities Towards Customers

#### A. General Obligations

The Salesforce Group and its employees shall comply with the Salesforce Processor BCR, process Personal Data only upon a Customer's instruction and shall have a duty to respect the security and confidentiality of Personal Data, pursuant to the measures provided in the contracts executed with Customers.

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### **B. Transparency and Cooperation with Customers**

The Salesforce Group undertakes to be transparent regarding its Personal Data processing activities and to provide Customers with reasonable cooperation within a reasonable period of time to help facilitate their respective data protection obligations regarding Personal Data.

### **C. Data Subject Rights**

Members of the Salesforce Group act as Processors on behalf of Customers. As between the Salesforce Group and Customers, Customers have primary responsibility for interacting with Data Subjects, and the role of the Salesforce Group is generally limited to assisting Customers as needed.

#### **i. Access, Correction, Amendment or Deletion Requests**

The Salesforce Group shall promptly notify a Customer if the Salesforce Group receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. The Salesforce Group shall not respond to any such Data Subject request without the Customer's prior written consent except to confirm that the request relates to that Customer.

The Salesforce Group shall provide Customers with cooperation and assistance in a reasonable period of time and to the extent reasonably possible in relation to any request regarding Personal Data to the extent Customers do not have access to such Personal Data through their respective uses of the Services.

#### **ii. Handling of Complaints**

The Salesforce Group's Privacy department shall be responsible for handling complaints related to compliance with the Salesforce Processor BCR.

Data Subjects may lodge a complaint about processing of their respective Personal Data that is incompatible with the Salesforce Processor BCR by contacting the relevant Customer or the Salesforce Group's Privacy department at the email address [privacy@salesforce.com](mailto:privacy@salesforce.com). The Salesforce Group shall promptly communicate the complaint to the Customer to whom the Personal Data relates.

Customers shall be responsible for responding to all Data Subject complaints forwarded by the Salesforce Group except in cases where a Customer has disappeared factually or has ceased to exist in law or become insolvent. Where the Salesforce Group is aware of such a case, it undertakes to respond directly to Data Subjects' complaints within thirty (30) days, including the consequences of the complaint and further actions Data Subjects may take if they are unsatisfied by the reply (such as lodging a complaint before the relevant data protection authority).

### **D. Regulatory Inquiries and Complaints**

The Salesforce Group shall, to the extent legally permitted, promptly notify a Customer if the Salesforce Group receives an inquiry or complaint from a data protection authority in which that Customer is specifically named. Upon a Customer's request, the Salesforce Group shall provide the Customer with cooperation and assistance in a reasonable period of time and to the extent reasonably possible in relation to any regulatory inquiry or complaint involving the Salesforce Group's processing of Personal Data.

### 5. Description of Processing Operations and Transfers

#### A. Purpose Limitation

The Salesforce Group shall process Personal Data only for the following purposes: (i) processing in accordance with a Customer's instructions set forth in the Customer's contract with a member of the Salesforce Group; and (ii) processing initiated by the Customer in its use of the Services. If the Salesforce Group cannot comply with such purpose limitation, a member of the Salesforce Group shall promptly notify the relevant Customer, and such Customer shall be entitled to suspend the transfer of Personal Data and/or terminate the applicable order form(s) in respect to only those Services which cannot be provided by the Salesforce Group in accordance with such Customer's instructions. On the termination of the provision of such Services, the Salesforce Group and third-party sub-processors shall, at the choice of the Customer, return the Personal Data to the Customer and/or delete the Personal Data as set forth in the applicable customer contract.

#### B. Data Quality

Customers have access to, and control of, Personal Data in their use of the Services. To the extent a Customer, in its use of the Services, does not have the ability to anonymize, correct, amend or delete Personal Data, as required by applicable laws, the Salesforce Group shall comply with any request by a Customer in a reasonable period of time and to the extent reasonably possible to facilitate such actions by executing any measures necessary to comply with the law, in a reasonable period of time and to the extent reasonably possible to the extent the Salesforce Group is legally permitted to do so. The Salesforce Group will, to the extent reasonably required for this purpose, inform each member of the Salesforce Group to whom the Personal Data may be stored of any anonymization, rectification, amendment or deletion of such data. If any such anonymization, correction, amendment or deletion request is applicable to a third-party sub-processor's processing of Personal Data, the Salesforce Group shall communicate such request to the applicable third-party sub-processor(s).

#### C. Sub-processing

##### i. Sub-processing Within the Salesforce Group

As set forth in applicable contracts with Customers, members of the Salesforce Group may be retained as sub-processors of Personal Data, and depending on the location of the Salesforce Group member, processing of Personal Data by such sub-processors may involve transfers of Personal Data. The Salesforce Processor BCR extends to all members of the Salesforce Group.

##### ii. Sub-processing by Third Parties

As set forth in applicable contracts with Customers, members of the Salesforce Group may retain third-party sub-processors, and depending on the location of the third-party sub-processor, processing of Personal Data by such sub-processors may involve transfers of Personal Data. Such third-party sub-processors shall process Personal Data only (i) in accordance with the Customer's instructions set forth in the Customer's contract with a member of the Salesforce Group; or (ii) if processing is initiated by the Customer in its use of the Services. The current list of third-party sub-processors engaged in processing Personal Data, including a description of their processing activities, is available at [here](#). Such third-party sub-processors have entered into written agreements with a member of the Salesforce Group in accordance with the applicable requirements of Articles 16, 17, 25 and 26 of EU Data Protection

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Directive and Sections 3 – 10 of the Salesforce Processor BCR as applicable to the third-party sub-processor's processing activities.

### iii. Notification of New Sub-processors and Objection Rights

As set forth in applicable contracts with Customers, the Salesforce Group shall provide Customers with prior notification before a new sub-processor begins processing Personal Data. Within thirty (30) days of receiving such notice, a Customer may object to the Salesforce Group's use of a new sub-processor subject to the following:

- It would be unreasonable for a Customer to object to a new sub-processor that is a member of the Salesforce Group if (a) the sub-processor is subject to the Salesforce Processor BCR; and (b) has achieved a third-party, internationally-recognized security certification (*e.g.*, ISO 27001) unless the Customer demonstrates reasonable suspicion that the new sub-processor will not be able to comply with its obligations under the Salesforce Processor BCR.
- Unless a Customer demonstrates reasonable suspicion that a new third-party sub-processor introduces unreasonable risk to the protection of Personal Data (*e.g.*, a history of security breaches), it would be unreasonable for a Customer to object to a new third-party sub-processor if (a) the new third-party sub-processor is located in a country that provides an adequate level of protection per the European Commission or has entered into a contract with a member of the Salesforce Group containing the applicable requirements of the European Commission's controller-to-processor standard contractual clauses; and (b) the new third-party sub-processor has passed the Salesforce Group's vendor security evaluation based on a third-party, internationally-recognized security framework.

In the event a Customer objects to a new sub-processor, and that objection is not unreasonable under the standards described above, the Salesforce Group will use reasonable efforts to make available to the Customer a change in the Services or recommend a commercially reasonable change to the Customer's configuration or use of the Services to avoid processing of Personal Data by the objected-to new sub-processor without unreasonably burdening the Customer. If the Salesforce Group is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, the Customer may terminate the applicable order form(s) in respect only to those Services which cannot be provided by the Salesforce Group without the use of the objected-to new sub-processor by providing written notice to the member of the Salesforce Group with whom the customer has contracted. Such Customer shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Services.

## 6. Confidentiality and Security Measures

### A. Confidentiality and Training

The Salesforce Group shall ensure that its personnel engaged in the processing of Personal Data are informed of the confidential nature of the Personal Data, have executed written confidentiality agreements and have received appropriate training on their responsibilities. Additionally, the Salesforce Group shall ensure that its personnel responsible for the development of tools used to process Personal Data have received appropriate training on their responsibilities. The Salesforce Group shall also ensure that its personnel engaged in the processing of Personal Data are limited to those personnel who require such access to perform the Salesforce Group's obligations under applicable contracts with Customers.

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### B. Data Security

The Salesforce Group shall maintain appropriate administrative, technical and physical safeguards for protection of the security, confidentiality and integrity of Personal Data, as set forth in applicable contracts with Customers. The Salesforce Group regularly monitors compliance with these safeguards. The Salesforce Group will not materially decrease the overall security of the Services during a Customer's applicable subscription term.

### C. Security Breach Notification

In the event a member of the Salesforce Group becomes aware of any unauthorized access to or disclosure of Personal Data, the Salesforce Group will promptly notify affected Customers to the extent such notification is permitted by applicable law.

### D. Audits

The Salesforce Group shall maintain an audit program to help ensure compliance with the Salesforce Processor BCR, including the following third-party audits and certifications, internal verification and audits by Customers. The audit program covers all aspects of the Salesforce Processor BCR, including methods for ensuring non-compliance is addressed.

#### i. Third-Party Audits and Certifications

The following third-party audits and certifications are applicable to the Services. The Salesforce Group agrees to maintain such audits and certifications, or their successors.

- **ISO 27001 certification:** The Salesforce Group is subject to an information security management system (ISMS) in accordance with the ISO 27001 international standard. Members of the Salesforce Group have achieved ISO 27001 certification for their ISMS from an independent third party. The scope of the Salesforce Group's ISO 27001 certification is set forth in the Security, Privacy and Architecture Documentation for the Services, available at <http://help.salesforce.com>.
- **SSAE 16 Service Organization Control (SOC) reports:** The Salesforce Group's information security control environment applicable to the Services undergoes an independent evaluation in the form of SSAE 16 Service Organization Control (SOC) reports, which are available to Customers upon request.

#### ii. Internal Verification

The Salesforce Group has appointed a network of privacy personnel responsible for overseeing and ensuring compliance with the Salesforce Group's data protection responsibilities at a local and global level, including compliance with this Salesforce Processor BCR, advising management on data protection matters, liaising with data protection authorities, and handling data protection-related complaints. Each member of the Salesforce Group shall be assigned such a member of network of privacy personnel. Such privacy personnel are primarily responsible for privacy-related matters and report to the Salesforce Group's appointed privacy leader, who reports to the Salesforce Group's general counsel, and benefit from the support of the Salesforce Group's top management. The Salesforce Group's appointed privacy leader is responsible for the Salesforce Group's compliance with applicable privacy and data protection laws and leads the Salesforce Group's network of privacy personnel. The Salesforce Group's network of



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privacy personnel have regional responsibility for the Salesforce Group's compliance with applicable privacy and data protection laws.

The Salesforce Group's compliance department shall conduct an annual assessment of the Salesforce Group's compliance with the Salesforce Processor BCR, which is provided to the Salesforce Group's appointed privacy leader, compliance officer and salesforce.com, inc.'s board of directors. Such an assessment shall include any necessary corrective actions, timeframes for completing such corrective actions, and follow up by Salesforce's compliance department to ensure such corrective actions have been completed.

### **iii. Customer Audits**

Upon a Customer's request, and subject to appropriate confidentiality obligations, the Salesforce Group shall make available to the Customer (or such Customer's independent, third-party auditor that is not a competitor of the Salesforce Group) information regarding the Salesforce Group's and third-party sub-processors' compliance with the data protection controls set forth in this Salesforce Processor BCR. This includes providing the requesting Customer a report of the Salesforce Group's audits of third-party processors, which Customers instruct the Salesforce Group to conduct in their applicable contracts.

A Customer (or such Customer's independent, third-party auditor that is not a competitor of the Salesforce Group) may also request to conduct an on-site audit of the architecture, systems and procedures relevant to the protection of Personal Data at the locations where Personal Data is stored, including applicable members of the Salesforce Group and third-party sub-processors, by following the instructions set forth in its applicable contract. Customers shall reimburse the Salesforce Group for any time expended by the Salesforce Group or its third-party sub-processors for such on-site audit at the Salesforce Group's then-current professional service rates, which shall be made available to Customers upon their request. Before any such on-site audit commences, the requesting Customer and the Salesforce Group shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by the Salesforce Group or its third-party sub-processors.

As set forth in applicable contracts with Customers, a Customer who performs an audit in accordance with this Section must promptly provide the Salesforce Group with information regarding any non-compliance discovered during the course of an audit.

## **7. Third-Party Beneficiary Rights**

Data Subjects may directly enforce against salesforce.com France S.A.S. Sections 3 – 10 of the Salesforce Processor BCR as third-party beneficiaries. Such third-party beneficiary rights shall be limited to those situations where a Data Subject is unable to bring a claim against the relevant Customer because such Customer has factually ceased to exist in law or become insolvent and has not named a successor entity to assume the legal obligations of the Customer.

Additionally, Data Subjects may directly enforce against third-party sub-processors breaches of the written agreement with members of the Salesforce Group which relate to the third-party sub-processors' obligations to comply with Sections 3-10 of the Salesforce Processor BCR, as applicable to the third-party sub-processor's processing activities, as third-party beneficiaries. Such third-party beneficiary rights shall be limited to those situations where a Data Subject is unable to bring a claim against the relevant Customer and members of the Salesforce Group because such entities have factually ceased to

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exist in law or become insolvent and have not named successor entities to assume their respective legal obligations. Such third-party liability of third-party sub-processors shall be limited to their own processing operations.

In accordance with Section 8 of the Salesforce Processor BCR, a Data Subject's third-party beneficiary rights, if applicable, shall cover judicial remedies for any breach of the rights provided in the Salesforce Processor BCR and the right to receive compensation for damages.

To enforce the above rights, a Data Subject shall, in addition to the right to lodge a complaint as set forth in Section 4.C. of the Salesforce Processor BCR, be entitled to lodge a complaint before the competent data protection authority and/or, at the Subject's choice, to commence claims within the jurisdiction of the EU-based member of the Salesforce Group at the origin of the transfer or of salesforce.com France S.A.A. In case no member of the Salesforce Group is established in the EU, the Data Subject shall be entitled to lodge a complaint before the data protection authorities or courts of his or her place or residence. If more favorable solutions for Data Subjects exist according to national law, then they would be applicable.

### **8. Liability and Enforcement**

Salesforce's contracts with Customers shall include a reference to the Salesforce Processor BCR. In accordance with such contracts, Customers shall have the right to enforce the Salesforce Processor BCR against the Salesforce Group, including judicial remedies and the right to receive compensation. The Salesforce Group has appointed salesforce.com France S.A.S. to accept responsibility for and agree to remedy the acts of other members of the Salesforce Group and third-party sub-processors for breaches of the Salesforce Processor BCR or of third-party sub-processors for breaches of the corresponding provisions of the written agreements with members of the Salesforce Group.

To the extent a Customer (or a Data Subject, if Section 7 of the Salesforce Processor BCR applies) demonstrates that a Data Subject has suffered damages and establishes facts showing that it is likely that such damages have occurred because of the Salesforce Group's breach of Sections 4-10 of the Salesforce Processor BCR or a third-party sub-processor's breach of a contract with a member of the Salesforce Group, the Salesforce Group shall be responsible for providing that it – or its third-party sub-processor – was not responsible for the breach giving rise to the damages or that no such breach took place. If salesforce.com France S.A.S. or another member of the Salesforce Group can prove that the Salesforce Group and its third-party sub-processors are not responsible for the act leading to the damages suffered by the Data Subject, the Salesforce Group may discharge itself from any responsibility.

### **9. Cooperation with Data Protection Authorities**

The Salesforce Group shall cooperate with member state data protection authorities with jurisdiction over the Salesforce Group or competent for Customers, reply to any requests they make within a reasonable time frame and abide by the advice and recommendations of the relevant member state data protection authorities regarding the interpretation and application of the Salesforce Processor BCR.

Upon request and subject to duties of confidentiality, the Salesforce Group shall provide relevant member state data protection authorities with jurisdiction over the Salesforce Group or competent for Customers (i) a copy of the Salesforce Group's annual assessment of compliance with the Salesforce Processor BCR and/or other documentation reasonably requested; and (ii) the ability to conduct an onsite audit of the Salesforce Group's architecture, systems and procedures relevant to the protection of Personal Data.

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### 10. Local Law Requirements

As set forth in applicable contracts with Customers, the Salesforce Group shall comply with applicable law in its processing of Personal Data. Where applicable law requires a higher level of protection for Personal Data than provided for in the Salesforce Processor BCR, the local applicable law shall take precedence.

Where the Salesforce Group reasonably believes that applicable law prevents it from fulfilling its obligations under the Salesforce Processor BCR or the instructions of a Customer, it shall promptly notify the Salesforce Group's Privacy department in addition to affected Customers and the data protection authority competent for the Customer. In such a case, the Salesforce Group shall use reasonable efforts to make available to the affected Customers a change in the Services or recommend a commercially reasonable change to the Customers' configuration or use of the Services to facilitate compliance with applicable law without unreasonably burdening Customers. If the Salesforce Group is unable to make available such change within a reasonable period of time, Customers may terminate the applicable order form(s) in respect to only those Services which cannot be provided by the Salesforce Group in accordance with applicable law by providing written notice to the member of the Salesforce Group with whom the customer has contracted. Such Customer shall receive a refund of any prepaid fees for the period following the effective date of termination for such terminated Services.

In accordance with applicable contracts with Customers, the Salesforce Group shall communicate any legally binding request for disclosure of Personal Data by a law enforcement authority or state security body to the impacted Customer unless the Salesforce Group is prohibited by law from providing such notification.

To the extent the Salesforce Group is prohibited by law from providing such notification, the Salesforce Group shall (1) review each request on a case-by-case basis; (2) use best efforts to request that the confidentiality requirement be waived to enable the Salesforce Group to notify the appropriate data protection authority competent for the Customer and the CNIL in its capacity as lead authority for the Salesforce Processor BCR; and (3) maintain evidence of any such attempt to have a confidentiality requirement waived

On an annual basis, the Salesforce Group shall provide the appropriate data protection authorities competent for impacted Customers and the CNIL with general information about the types of legally binding requests for disclosure of Personal Data the Salesforce Group receives by law enforcement authorities.

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### **Appendix A – Services to which the Salesforce Processor BCR Applies**

The Salesforce Processor BCR applies to the services branded as the following:

- The Salesforce Services, which provide customer relationship management applications and a platform upon which customers may build their own applications. The Salesforce Services consist of:
  - Sales Cloud, a sales force automation tool that enables Customers to streamline their sales processes from lead management to analytics and forecasting;
  - Service Cloud, a customer service call center and self-service tool that enables Customers to provide better service to their customers;
  - Chatter or Communities, an enterprise social network that enables Customers' employees to collaborate amongst themselves and invited guests; and
  - Force.com, a platform that enables Customers to build new applications beyond customer relationship management and collaboration. Customers entirely determine the scope and use of any such new applications built on the Force.com platform.